

RESOLUTION NO.: 2015-07

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, APPROVING THE EXPENDITURE TOTALING AN AMOUNT NOT TO EXCEED SIXTY THOUSAND DOLLARS (\$60,000) FROM THE LAW ENFORCEMENT TRUST FUND – *STATE*, FOR THE RENTAL OF UNDERCOVER VEHICLES, FROM ENTERPRISE LEASING VENDOR #17908, UPON SUCH COSTS HAVING BEEN APPROVED BY THE CHIEF OF POLICE.

WHEREAS, the Hialeah Police Department investigates high level narcotic and other protracted and complex investigations that require the police department personnel to be in the field, in addition to, conducting surveillance of subjects and locations in various settings; and

WHEREAS, in an effort to safely and properly conduct police department business and/or surveillance without detection it is necessary to avoid using vehicles that are associated with law enforcement; and

WHEREAS, having the ability to rent a variety of vehicles from different manufacturers will increase the likeliness of successful investigations without detection as well as enhance the safety of Hialeah Police Department personnel; and

WHEREAS, Section 932.7055, Fla. Stat. (2013), (“Florida Contraband Forfeiture Act”) authorizes the expenditure of Law Enforcement Trust Funds for the costs of protracted or complex investigations; and

WHEREAS, the funds needed to cover these necessary and legitimate expenses are available in the Law Enforcement Trust Fund – *State*; and

WHEREAS, the Chief of Police has recommended adoption of this resolution and determined that the proposed expenditure complies with the Florida Contraband Forfeiture Act, and all applicable statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1. The Mayor and the City Council of the City of Hialeah, Florida, approve the expenditure of an amount not to exceed \$60,000 from the Law Enforcement Trust Fund – *State*, for the rental of undercover vehicles from Enterprise Leasing Vendor #17908, upon such costs having been approved by the Chief of Police.

PASSED AND ADOPTED this 13 day of January, 2015.



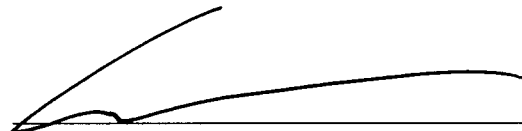
Isis Garcia-Martinez
Council President

Attest:

Approved on the 23 day of JANUARY 2015.

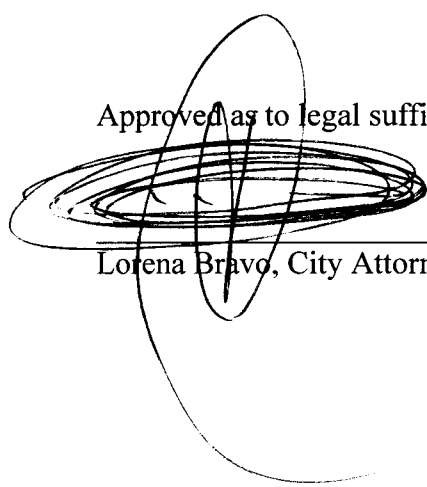
for. 

Marbelys Fatjo, City Clerk



Mayor Carlos Hernandez

Approved as to legal sufficiency and form:



Lorena Bravo, City Attorney

Resolution was adopted by a (5-0-2) vote with Council Members, Garcia-Martinez, Caragol, Casáls-Muñoz, Cue-Fuente, & Hernandez voting "Yes", and Council Vice President Gonzalez & Council Member Lozano absent.

Missouri Secretary of State, Jason Kander

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- ☐ Order Good Standing
- ☐ Order Certified Documents

Filed Documents

Date: 9/6/2013 (Click above to view filed documents that are available.)

File Report Online, click here.

For a blank Registration Report, click here.

Business Name History

Name	Name Type
Enterprise Holdings, Inc.	Legal
ENTERPRISE LEASING COMPANY	Prev Legal
EXECUTIVE LEASING COMPANY	Prev Legal
ENTERPRISE RENT-A-CAR COMPANY	Prev Legal
Enterprise Holdings, Inc.	Prev Legal

General Business - Domestic - Information

Charter Number: 00088426
Status: Good Standing
Entity Creation Date: 10/30/1956
State of Business.: MO
Expiration Date: Perpetual
Last Registration Report Filed Date: 10/24/2012
Last Registration Report Filed: 2012
Registration Report Month: August

Registered Agent

Agent Name: C T CORPORATION SYSTEM
Office Address: 120 S Central Ave
 St Louis MO 63105

Mailing Address:

Commissions

Phone: (573) 751-2783
Toll Free: (866) 223-6535

Corporations

Phone: (573) 751-4153
Toll Free: (866) 223-6535


UCC Office

Phone: (573) 751-4628
Toll Free: (866) 223-6535

600 West Main Street
 Jefferson City, MO 65101

9/6/13

Missouri Secretary of State

Main Office: (573) 751-4936 



Business Rental Preferred Rate Agreement

"Customer"

"Enterprise"

Company: Hialeah Police Department

Contact: City Mayor of Hialeah- Carlos Hernandez

Address: 5555 East 8th Ave

Hialeah, FL 33013

Company: Enterprise Leasing Company of Florida, LLC

Contact: Linda Pinzon

Address: 11945 SW 140th Terrace

Miami, FL 33186

BASE RENTAL CHARGES

Fleet Proposal : 6 Vehicles		
Quantity	Vehicle Class Type	Base Rental Charges
4	Premium (Nissan Maxima, Buick Lacrosse or similar)	\$ 820.00
2	Standard SUV, Pick up Truck, Minivan	\$ 820.00

*Base Rental Charges apply to Enterprise locations in the following geographic area(s): Participating locations from Vero Beach to the Florida Keys.

For U.S. rentals (including Puerto Rico) outside of the geographic area(s) described above, Enterprise's affiliated entity's renting location from which the rental originates will apply a 5% discount off the standard, undiscounted daily, weekly, and monthly rates charged by the renting location. Driver Protection Products selected below, if applicable, shall not apply to these rentals.

RENTAL LOCATION SURCHARGES: In addition to the applicable Base Rental Charges set forth above, rental location surcharges are assessed as follows: N/A.

Exclusions. Base Rental Charges are not available for rentals commencing in Manhattan all day Friday through 12:59 p.m. Sunday and for rentals commencing at JFK and LaGuardia airports between the hours of 1:00 p.m. Friday through 12:59 p.m. Sunday. Base Rental Charges do not include applicable taxes, fees, surcharges, refueling, drop-off, delivery, youthful driver, additional driver, or pickup charges or, except as set forth in this Agreement, any optional products or services such as damage waiver ("DW"), liability protection, personal accident insurance and personal effects coverage ("Driver Protection Products")

MILEAGE CHARGES. Base Rental Charges for rentals in the): Participating locations from Vero Beach to the Florida Keys. on Compact size vehicles through Premium size vehicles include unlimited daily and weekly mileage, as applicable. All other car classes will include 150 free miles per day and 1,050 free miles per week. All car classes are capped at 2,500 miles per month. Any additional miles will be charged at the rate of \$0.20/mile

DRIVER PROTECTION PRODUCTS: CDW coverage included in base rental rate.

INITIAL YOUR ACCEPTANCE

Damage Waiver ("DW") FOR BUSINESS RENTALS. Business rentals, all products & discounts. Renter is responsible for loss and/or damage to rental vehicle up to a maximum of \$1,000 per incident upon the terms and subject to the limitations set forth in the applicable of the rental agreement ("Rental Agreement")

Liability Protection for accidents is not included in the rate. Supplemental liability (SLP) 100/300/50 available at additional charge.

ADDITIONAL TERMS AND CONDITIONS


1. Term The term of this Business Rental Preferred Rate Agreement ("Agreement") begins March 1st 2013, and shall remain in full force and effect until such time as either party provides the other party with thirty (30) days written notice.
2. Rental Program Enterprise agrees to make its vehicles available to Employees for rental from a car rental facility which is located in the countries set forth herein and which is operated by Enterprise under the "Enterprise Rent-A-Car" brand name for business use or personal use. Employees of Customer must (a) use the customer number assigned by Enterprise to Customer 41MB111 for rentals for business use. This Agreement shall not apply to or cover vehicle rentals by Enterprise to an Employee from a car rental facility which is located in any other jurisdiction or is operated by Enterprise under the "Alamo Rent A Car" or "National Car Rental" brand name or any truck rental facility operated by Enterprise.
3. Rental Contracts For each vehicle rented, the Employee must execute Enterprise's Rental Contract in the jurisdiction in which the vehicle rental occurs. Each Employee (and any person identified on page 1 of the Rental Contract as an "Additional Authorized Driver") must possess a valid driver's license issued by the state in which such person resides, and must be age 21 or older (unless otherwise agreed to in writing and 18 or older if required by law, and 25 or older for 12 and 15 passenger vans), and meet Enterprise's other normal renter qualifications. In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Contract, the terms of this Agreement will govern. However, the specific terms of each Rental Contract will govern to the extent not directly in conflict with the terms of this Agreement. Customer agrees to pay Enterprise upon demand for all rental and other charges incurred and all indemnity and other payments owed by an Employee under a Rental Contract relating to a rental for business use not timely paid by the Employee.
4. Rental Rates For the first twelve (12) months following the date of this Agreement, Enterprise agrees to charge the Base Rental Charges set forth in this Agreement provided however that Customer's total payments received by Enterprise reach **\$12,500** ("Volume Commitment") during any calendar quarter. In the event Customer's payments to Enterprise fail to meet the Volume Commitment in any calendar quarter, Enterprise reserves the right to increase the Base Rental Charges by providing notice of such increase to Customer. In each successive 12-month period, Enterprise may modify the Base Rental Charges listed herein upon thirty (30) days' prior notice to Customer. In addition Base Rental Charges may not apply in certain cities during special events, major holidays, and peak seasonal demand periods. In determining the length of rental, a day is deemed to be any 24-hour period or portion thereof ("Day"). All Base Rental Charges and surcharges are supplied in local currency.
5. Miscellaneous Except as otherwise required by law, Customer agrees to maintain the confidentiality of the pricing offered to Customer and all other terms under this Agreement. This Agreement and any Rental Contract entered into between Enterprise and an Employee sets forth the entire understanding between the parties and may only be amended in a written document signed by each party. This Agreement shall be governed by the substantive laws of the state listed as part of Customer's address on Page 1. Rental Contracts shall be governed by the substantive laws of the state in which they are executed.
6. Offsets The parties agree that Enterprise/Provider may from time to time and upon notice to Customer, offset any amounts that are owed to Enterprise/Provider from the Customer against amounts owed to the Customer, in the ordinary course of business. Enterprise/Provider shall have the ability to discontinue this right to offset (in whole or in part), upon advance written notice to the Customer.
7. Assignment Customer hereby consents to an assignment by Enterprise/Provider to any of Enterprise's/Provider's affiliated companies or a corporate successor upon conversion, merger or consolidation.

ATTEST: 
MARBELYS FATJO
Acting City Clerk

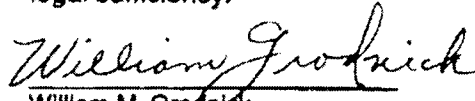
ENTERPRISE

By Linda Pinzon
Name Linda Pinzon
Title Business Rental Sales Executive
Date _____

CUSTOMER

By 
Name Carlos Hernandez
Title Mayor
Date 3/13/13

Approved as to form and
legal sufficiency:


William M. Grodnick
City Attorney

Angueira, Maria

From: Quicano, Marilyn [Marilyn.Quicano@ehi.com]
Sent: Thursday, May 23, 2013 11:35 AM
To: Angueira, Maria
Cc: Arellano, Linda E
Subject: FW: Hialeah PD Rental Agreement

Attachments: Enterprise.pdf



Enterprise.pdf (527 KB)

Here is contract:

Disregard rates @ \$900/Month they were input wrong. All vehicles your officers are in are \$820/Month, with the exception starting next month that Rolly and Ariel are in Luxury cars that will be @ \$950/Month. They just got into these vehicles last week so I will have my corporate office send me that new contract so you can have on file. Any questions please feel free to contact me (info listed below) or my Branch Manager Linda Arellano linda.e.arellano@ehi.com<<mailto:linda.e.arellano@ehi.com>>.

=)

Thank You,

Marilyn Quicano
Assistant Branch Manager
Enterprise Rent-A-Car
East Hialeah & Opa-Locka
Airport (4149 & 41J4)
(305)-769-3550 tel
(305)-769-3982 fax
Marilyn.Quicano@ehi.com<<mailto:Marilyn.Quicano@ehi.com>>

From: Pinzon Lemus, Linda M
Sent: Monday, May 13, 2013 3:47 PM
To: Arellano, Linda E; Quicano, Marilyn
Subject: FW: Hialeah PD Rental Agreement

Hi Girls,

Here is a copy of the renewed agreement for Hialeah PD...

Linda Pinzon
305-510-2294

From: Plasencia, Ricardo [<mailto:rplasencia@hialeahfl.gov>]
Sent: Wednesday, March 13, 2013 5:16 PM
To: Pinzon Lemus, Linda M; Morales, Yoaritzia M
Subject: Hialeah PD Rental Agreement

Attached is the signed agreement, please call when you can so we can arrange vehicle pick up.

From: Llauro, Aimee

Ent: Wednesday, March 13, 2013 02:16 PM
To: Plasencia, Ricardo; Bidart, Philip; Velazquez, Sergio
Subject:

Here is a copy of the fully executed agreement. Bidart, do you want to send someone to pick up the original or should I send it through inter-office mail?

CONFIDENTIALITY NOTICE: This e-mail and any files transmitted with it are intended solely for the use of the individual or entity to whom they are addressed and may contain confidential and privileged information protected by law. If you received this e-mail in error, any review, use, dissemination, distribution, or copying of the e-mail is strictly prohibited. Please notify the sender immediately by return e-mail and delete all copies from your system.



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"Enterprise"

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Contact: City Mayor of Hialeah- Carlos Hernandez

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2	Large SUV (Tahoe, Suburban or similar)	\$ 900.00
2	Luxury Car Class (Mercedes, Infinity or similar)	\$ 950.00

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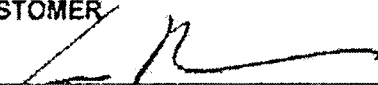
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ATTEST: 
MARBELYS FATJO
 Acting City Clerk

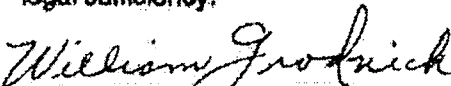
ENTERPRISE

By Linda Pinzon
 Name: Linda Pinzon
 Title: Business Rental Sales Executive
 Date: _____

CUSTOMER

By 
 Name: Carlos Hernandez
 Title: Mayor
 Date: 3/13/13

Approved as to form and
 legal sufficiency:


William M. Grodnick
 City Attorney

Angueira, Maria

From: Quicano, Marilyn [Marilyn.Quicano@ehi.com]
Sent: Tuesday, May 28, 2013 1:09 PM
To: Angueira, Maria
Subject: FW: New agreement with Luxury cars for Hialeah PD.

Attachments: 20130524082034666.pdf



2013052408203466
6.pdf (273 KB)...

Thank You,

Marilyn Quicano
Assistant Branch Manager
Enterprise Rent-A-Car
East Hialeah & Opa-Locka
Airport (4149 & 41J4)
(305)-769-3550 tel
(305)-769-3982 fax
Marilyn.Quicano@ehi.com<mailto:Marilyn.Quicano@ehi.com>

From: Pinzon Lemus, Linda M
Sent: Friday, May 24, 2013 7:22 AM
To: Quicano, Marilyn
Cc: Arellano, Linda E
Subject: RE: New agreement with Luxury cars for Hialeah PD.

I thought I had sent it yesterday...

Here you go darling :)

Linda Pinzon
305-510-2294

From: Quicano, Marilyn
Sent: Friday, May 24, 2013 8:07 AM
To: Pinzon Lemus, Linda M
Cc: Arellano, Linda E
Subject: New agreement with Luxury cars for Hialeah PD.

Linda,

When you can please send me new agreement so I can send to their billing department to authorize payments.

Account: 41MB111

Thank You,

Marilyn Quicano

Assistant Branch Manager
Enterprise Rent-A-Car
East Hialeah & Opa-Locka
Airport (4149 & 41J4)
(305)-769-3550 tel
(305)-769-3982 fax
Marilyn.Quicano@ehi.com<mailto:Marilyn.Quicano@ehi.com>

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